


<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 235	
2. CONTRACT NUMBER EP-W-17-006			3. SOLICITATION NUMBER SOL-DC-16-00027		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/18/2016	
6. REQUISITION/PURCHASE NUMBER PR-OCSP-16-00301								
7. ISSUED BY CODE HPD			8. ADDRESS OFFER TO (If other than Item 7)					
HPD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460								
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)								
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME Jessica Wilson		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 564-2504			C. E-MAIL ADDRESS Wilson.Jessica@epa.gov	
<b>11. TABLE OF CONTENTS</b>								
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES		
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS		
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<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD		
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS						
<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)			10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
							CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR			CODE 066764747		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
VERSAR, INC. Attn: VANESSA DOWNES 6850 VERSAR CTR STE 201 SPRINGFIELD VA 22151								
15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE
AREA CODE NUMBER EXT.								
<b>AWARD (To be completed by government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$50,000.00		21. ACCOUNTING AND APPROPRIATION See schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) See Schedule G					25. PAYMENT WILL BE MADE BY See Schedule G			
CODE HPD					CODE RTP FMC			
26. NAME OF CONTRACTING OFFICER (Type or print) Jessica Wilson					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE 11/04/2016

NAME OF OFFEROR OR CONTRACTOR  
 VERSAR, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	DUNS Number: 066764747 IGF::OT::IGF Max Expire Date: 11/03/2021 Delivery: 11/03/2021 Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Delivery Location Code: HPOD HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 USA  Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Accounting Info: 16-17-B-69A-401CD6-2505-TPCNPZZ-1669AC6X21-001 BFY: 16 EFY: 17 Fund: B Budget Org: 69A Program (PRC): 401CD6 Budget (BOC): 2505 Cost: TPCNPZZ DCN - Line ID: 1669AC6X21-001 FOB: Destination Period of Performance: 11/04/2016 to 11/03/2021  Exposure Assessments for Toxic Substances(EATS)  The Overall Minimum for this contract is \$50,000.00. The Overall maximum for this contract is: \$18,000,000.00  Guaranteed Minimum: \$50,000.00 Contract Ceiling: \$ 18,000,000.00  The total amount of award: \$50,000.00. The obligation for this award is shown in box 20.				



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**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 DESCRIPTION OF CONTRACT**

(a) This is a U.S. Environmental Protection Agency (EPA) contract to obtain contractor services to support the Exposure Assessments for Toxic Substances (EATS) within EPA. The purpose of this contract is for the contractor to provide engineering, exposure assessment, and technical services for the Office of Pollution Prevention and Toxics' (OPPT) regulatory and non-regulatory activities. This contract will primarily support work for OPPT's Risk Assessment Division (RAD), but it may also support work for other OPPT divisions and EPA offices.

**B.2 CONTRACT TYPE**

(a) This is a multiple award Indefinite Delivery Indefinite Quantity (IDIQ) contract. Task orders will be competitively placed per the procedures set forth in this section and in accordance with the fair opportunity process per FAR 16.505(b)(1) and exceptions to the fair opportunity process per FAR 16.505(b)(2). Task orders will be firm fixed price or time and materials. Task order type will be stated in the task order request. All task orders placed under this contract will be within the scope of the contract Statement of Work (SOW)

**B.3 FIXED RATES FOR SERVICES—INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984) TAILORED**

The following fixed rates shall apply for payment purposes for the duration of the contract:

<b>VERSARS FIXED</b>					
(b)(4)	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	(b)(4)				



(b)(4)



The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the EPA COR. The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

#### **B.4 CONTRACTOR EMPLOYEES UNDER MULTIPLE LABOR CATEGORIES**

(a) When a Contractor employee's normally assigned category of labor is higher than the function he/she is performing during any period of work, the rate charged for that employee shall be based on the function that the employee is performing (e.g., Senior Scientist who is performing the duties of a Junior Technician shall be charged at the loaded fixed labor rate for a Junior Technician during the period of time he/she is performing these duties).

(b) When a Contractor employee's normally assigned category of labor is at a rate lower than the function he/she is performing during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid to that employee and based on whether the employee meets the qualifications of the higher labor category (e.g., Junior Technician performing the duties of a Senior Scientist shall be charged at the fixed labor rate for a Senior Scientist only if the employee is paid by the contractor at the rate of a Senior Scientist and the employee meets the qualifications of a Senior Scientist). If the employee is not paid at the higher rate or does not meet the qualifications of the higher category, the contractor shall only bill at the rate of the employee's normally assigned category of labor.

#### **B.5 MINIMUM AND MAXIMUM AMOUNTS (EPA-B-16-101)**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of **\$50,000.00**. The amount of all orders shall not exceed **\$18,000,000.00**.

<u>Item #</u>	<u>Period of Performance</u>	<u>Minimum Guarantee</u>	<u>Contract Ceiling</u>
0001	Contract Base Period POP – 60 months / Year 1-5	\$50,000.00	\$18,000,000.00
Total:		\$50,000.00	\$18,000,000.00

**B.6 LIMITATION OF GOVERNMENT'S OBLIGATION (EPA-B-32-103) TAILORED**

(a) Regardless of the type of task order issued, the individual task order may be incrementally funded. Incremental funding will be added to task orders via modification. Funding obligations and deobligations may be performed unilaterally by the Contracting Officer. The Contracting Officer will perform unilateral deobligation modifications only after making the determination that funds are available to be deobligated.

(b) The Government will not place task orders under this contract with a cumulative ceiling amount greater than the maximum value contained in the contract Schedule. The Contractor agrees to use its best efforts to perform the work specified in the contract, and ordered through task orders under this contract, within the estimated maximum value.

(c) The parties estimate that performance of each task order will not cost the Government more than the ceiling amount specified in each task order. Each task order will specify the funded amount available for payment by the Government. The parties contemplate that the Government will obligate additional funds incrementally to each task order up to the task order ceiling. The Contractor agrees to perform work on each task order up to the point at which the total amount paid and payable by the Government under the task order does not exceed the total amount actually funded by the Government to the task order.

(d) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under each task order in the next 45 days, when added to all costs previously incurred, will exceed 85 percent of the total amount funded to the task order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the task order.

(e) Sixty days before the end of the period specified in each task order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the task order or for any further period specified in the task order or otherwise agreed upon, and when the funds will be required.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total funded amount to each task order; and

(2) The Contractor is not obligated to continue performance under any task order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the then funded amount of the task order.

(g) No notice, communication, or representation in any form from any person other than the Contracting Officer shall affect the amount funded to each task order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount funded to each task order, whether incurred during the course of the contract or as a result of termination.

(h) When and to the extent that the amount funded to each task order is increased, any costs the Contractor incurs before the increase that are in excess of the amount previously funded by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(i) Change orders shall not be considered an authorization to exceed the funded amount of the task order, unless they contain a statement increasing the funded amount.

(j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

## **B.7 WAIVER OF WITHHOLDING**

This contract does not require the Contracting Officer to withhold 5 percent of the amounts due under paragraph (a) of EPAAR 1552.232-73, Payments—Fixed Rate Services Contract.

## **B.8 TASK ORDER ORDERING PROCEDURES**

(a) The contracting officer shall give every awardee a fair opportunity to be considered for a task-order exceeding \$3,500.00 unless one of the following statutory exceptions 16.505(b)(2)(i) applies. The Contracting Officer (CO) will follow the procedures of FAR 16.505(b) in conjunction with the procedures in this section when placing task orders under this contract.

(b) The contracting officer may exercise broad discretion in developing appropriate order placement procedures. Contracting officers may use streamlined procedures. If the order does not exceed the simplified acquisition threshold, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

(c) The CO will initiate a new task order by issuing a request for task order proposal (**RFTOP**) to submit a task order proposal and cost estimate from the Contractors.  
An RFTOP will contain at a minimum the following information:

1. RFTOP Number
2. RFTOP Title
3. Statement requesting an offer for services to be performed under the contract
4. Proposal Submission Instructions
5. Evaluation Procedures/Methodology
6. Task Order Statement of Work (SOW)
7. Task Order Terms and Conditions (if any) such as Option Periods, applicable

- Service Contract Act (SCA) wage determinations and clauses, etc.
- 8. Due Date for Proposals
- 9. Questions for the contracting officer
- 10. Scoping meeting (if applicable as determined by the Government)
- 11. Any necessary Attachments or Supplemental Information

For this contract, the standard proposal preparation time will be seven (7) calendar days. However, due to urgent requirements and/or reasons, it is the Government's sole discretion to allow additional or shortened proposal preparation time. Requesting a task order proposal does not commit the Government to awarding a task order. Oral presentations in lieu of written proposals are permitted at the Government's discretion. The Government reserves the right to award individual task orders on the basis of initial offers received without discussion, therefore proposals should contain the offeror's best terms from a cost/price and technical standpoint.

- (d) The Contractor shall submit a task order proposal and cost estimate in accordance with the submission instructions. When responding to a task order initiation, the contractor shall submit a Conflict of Interest (COI) certification in accordance with the Section H clause, Task Order COI Certification. The Government will evaluate the task order proposal and cost estimate received. The Government may request revisions to the task order proposal if deemed necessary. The Government reserves the right to negotiate the proposals in accordance with FAR Part 15. Once the Government has accepted the task order proposal and cost estimate, the CO will award a task order by sending a funded task order on Optional Form 347 with the task order SOW to the Contractor. The Contractor shall acknowledge receipt of each task order to the CO within three (3) business days of receipt.
- (e) Task Orders may include their own special terms and conditions including clauses to which the contractor shall adhere. Task orders may include optional periods and/or optional quantities. All special terms and conditions will be included in the CO's request for task order proposal and in the awarded task order.
- (f) Task orders may be placed at any point during the ordering period of the contract. Individual orders will have unique periods of performance which may include optional periods. At the time of award the period of performance will be specified on each order.
- (h) Task Orders may be solicited and awarded as time-and-materials (T&M) type and/or firm-fixed-price (FFP) type. Additional discounting at the order level is permitted to enhance the quote and will be binding exclusively to the task order for which the discounts were proposed. The discounts will be placed in the resulting order/OF 347. The Contracting Officer will follow the ordering procedures of FAR 16.505(b) when competing task orders under the EATS contracts.
- (g) RFTOP's will be sent through FedConnect to each awardee and responses will be required electronically through FedConnect. If a contractor is unable to submit a proposal in response to the RFTOP, the contractor shall notify the Contracting Officer electronically through FedConnect in accordance with the below waiver from submission procedures.

- (h) Waiver from Submission. Each multiple award contractor shall submit an offer to each RFTOP unless a written Waiver from Submission is obtained from the ordering CO. A waiver will only be granted when:
1. The multiple award contractor certifies that a conflict of interest (COI) exists and no mitigation of the COI is possible, or
  2. A compelling reason exists for abstaining from the competitive process.

The contractor shall submit any request for a Waiver from Submission to the ordering CO within two (2) business days of the RFTOP issuance. The ordering CO will respond within five (5) business days of receiving the request granting or denying the waiver. If a waiver is granted by the ordering CO, the contractor is not required to submit an offer to the RFTOP. If a waiver is not granted by the ordering CO, the contractor shall submit an offer to the RFTOP.

- (i) Electronic ordering is authorized under this contract. This contract is authorized for the Contracting Officer to place oral orders, if appropriate, provided that the obligating funds supports the oral order and is provided to the Contractor at the time the oral order is provided. Oral orders shall be confirmed in writing.
- (k) Upon receipt of the contractors' proposals, the Government will evaluate proposals received and select the contractor who offers the best value for the task order. All task orders resulting from the RFTOP will be firm fixed price, time and materials or a combination of both pricing structures.

Award of task order will be made as a result of "best value, trade-off" or "lowest priced technically acceptable" source selection. Best value, trade-off means that the Government will perform a price/technical trade-off analysis such that business judgment will be exercised in selecting the most advantageous approach to the Government, considering both the price and technical merit of proposals. The determination of best value will be made by comparing the differences in the value of performance capability factors with the differences in the price proposed. The Government will not make an award at a significantly higher overall price to the Government to achieve only slightly superior performance capability features. The Government will make this assessment through the development of trade-off analyses that involve the assessment of benefits of superior performance capability features - for example, economic benefits clearly attributable to superior productivity; probability of successful contract performance; and/or unique and innovative approaches or capabilities - versus the added price. Overall price to the Government may become the ultimate determining factor for award of the task orders as proposals become more equal based on the other factors. The degree of equality between offerors' proposals will be measured by the quantity, significance, and applicability of the superior features proposed and not by the total scores achieved. The Government may also make award based on the lowest priced technically acceptable offeror. The best value method of selection will be stated in the RFTOP for each requirement.

**After the (Task Order)** is awarded, work can begin immediately after award. The actual conduct of environmental data activities shall begin after the **(QAPP)** is approved by the specified EPA Task Order COR level: The COR-Level point of Contact: **TBD** at the time of each Task Order Awarded.

Price reasonableness is of significant importance in the overall task order award decision. Therefore, offerors are reminded that award will be made to the offeror whose proposal provides the combination of features that offers the greatest overall value to the Government.

The price portion of contractor responses to RFTOP will not be assigned quantitative scores. The information contained in the proposals will be analyzed and evaluated to determine reasonableness of each price proposed. Price realism analysis may be performed in accordance with FAR 15.404(d), if necessary, to ensure:

- (1) The offeror's proposed prices are realistic for the work to be performed;
- (2) The proposed prices demonstrate that the offeror understands the Government's requirements; and
- (3) The proposed prices are consistent with the various elements contained in the proposal.

Price reasonableness will be analyzed in accordance with FAR 15.404(b).  
Task orders will be issued to the contractor by the USEPA Contracting Officer.

## **SECTION B.9 FAIR OPPORTUNITY EXCEPTIONS FAR 16.505 (b) (2)**

Exceptions to the fair opportunity process. The USEPA Contracting Officer shall give every awardee a fair opportunity to be considered for a task order exceeding \$3,500 unless one (1) of the following statutory exceptions applies:

- (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (iii) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (iv) It is necessary to place an order to satisfy a minimum guarantee.
- (v) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small

business program eligibility requirements identified in part 19 apply.

- (l) No protest under subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for as stated in FAR 16.505(a)(10).
- (m) The Contractor's costs associated with responding to request for proposals (e.g. preparation of proposal, etc.) under this contract is not authorized for reimbursement by the Government.

**SECTION B.10 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
TASK ORDER OMBUDSMAN**

Susan Moroni, Agency Advocate of Competition  
U.S. Environmental Protection Agency  
Ronald Reagan Building, MC: 3801R  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Email: [moroni.susan@epa.gov](mailto:moroni.susan@epa.gov)  
Office Telephone Number: (202) 564-4321  
Facsimile Number: (202) 565-2473



**SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/  
SPECIFICATIONS (EPA-C-10-101)**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work (SOW) included in Attachment 1. Work will be ordered against the subject SOW through a Contracting Officer's issuance of task orders.

**C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON  
ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EPA-H-07-  
103)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**C.3 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL  
(FAR 52.204-9) (JAN 2011)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
  - (1) When no longer needed for contract performance.
  - (2) Upon completion of the Contractor employee's employment.
  - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

## **SECTION D – PACKAGING AND MARKING**

[There are no clauses in this section.]

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## SECTION E – INSPECTION AND ACCEPTANCE

### E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Inspection of Services—Fixed-Price (FAR 52.246-4) (Aug 1996)

Inspection of Services—Time-and-Material or Labor Hour (FAR 52.246-6) (Apr 1984)

### E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

(X)	Title	Number	Date	Tailoring
X	Specifications and Guideline for Quality Systems and Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	2014	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

EPA quality requirements documents may be accessed electronically at:  
<http://www.epa.gov/quality/>.

#### A. Post-Award Documentation:

The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

(X)	Documentation	Specifications	Due
X	Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	As stated in the Request for Task Order Proposal

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval. The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

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Stop-Work Order (FAR 52.242-15) (Aug 1989)  
Working Files (EPAAR 1552.211-75) (Apr 1984)  
Management Consulting Services (EPAAR 1552.211-78) (Apr 1985)

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### F.2 PERIOD OF PERFORMANCE (EPA-F-12-101)

The current period of performance of this contract is from 11/4/2016 through 11/3/2021 exclusive of all required reports. The anticipated duration of this contract will consist of a five (5) year Base Period.

Each Individual Task Orders may be placed at any point during the stated period of the contract.

<u>Item #</u>	<u>Term</u>	<u>Period of Performance</u>
0001	Contract Base Period: <u>11/4/2016</u> through <u>11/3/2021</u>	60 months

### F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 4 – Reporting Requirements. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030–0005.

### F.4 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) TAILORED

(a) The Contractor shall furnish one (1) electronic copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost.

(b) The final Monthly Progress Report format shall be designed by the Contractor and approved by the Contracting Officer's Representative (COR). Format changes may include minor changes to content but will not result in a significant financial burden to the Contractor. The Contractor shall submit a draft version of the report to the COR for approval of the format within 14 days after the effective date of the contract. The COR will notify the Contractor if any changes to the draft report format are required. Once approved by EPA, each report format shall be followed

monthly. Any deviations/changes to the approved report format must be approved by the COR.

(c) The Contractor shall provide specific discussions that include difficulties encountered and corrective action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(d) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task order, such as subcontractor/consultant consents, overtime approvals, and task order proposal approvals.

(e) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, provide the invoice amount claimed.

(2) For the current contract year and total contract period of performance, provide: the current contract ceiling amount, the amount obligated, the amount originally invoiced, the amount paid, the amount suspended, the amount disallowed, and the remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) For the current reporting period and total contract period of performance, provide the total amount of costs incurred by contract-level Statement of Work (SOW) task area and in total.

(4) For the current reporting period and total contract period of performance, provide the average hourly rate by contract-level SOW task area and in total.

(5) For the current reporting period and total contract period of performance, provide the total amount of costs incurred by task order and in total.

(6) For the total contract period of performance, provide a comparison of the funded amount across all task orders and the contract ceiling.

(7) Labor hours.

(i) For the current reporting period, provide a list of employees, their labor categories, their company (i.e. prime or subcontractor), and the numbers of hours worked.

(ii) For the next reporting period, provide the estimated direct labor hours and costs to be expended.

(8) Materials.

(i) For the current reporting period and total contract period of performance, provide the total costs incurred for materials (i.e. direct materials, subcontracts for which there is not a labor category, other direct costs, and applicable indirect costs) by type.

(ii) For the next reporting period, provide the estimated materials costs to be expended.

(9) Unbilled allowable costs. For the current reporting period and total contract period of performance, provide the total costs incurred but unbilled.

(f) The report shall specify financial status at the task order level as follows:

(1) For the current reporting period, provide the invoice amount claimed.

(2) For the current contract year and total task order period of performance, provide: the task order ceiling amount, the amount obligated, the amount originally invoiced, the amount paid, the amount suspended, the amount disallowed, and the remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) For the current reporting period and total task order period of performance, provide the total amount of costs incurred by contract-level SOW task area and in total.



(4) For the current reporting period and total task order period of performance, provide the total amount of costs incurred by task order-level SOW task and in total.

(5) For the current reporting period and total task order period of performance, provide the average hourly rate by contract-level SOW task area and in total.

(6) For the total task order period of performance, provide a comparison of the funded amount and the task order ceiling.

(7) Labor hours.

(i) For the current reporting period, provide a list of employees, their labor categories, their company (i.e. prime or subcontractor), and the numbers of hours worked.

(ii) For the next reporting period, provide the estimated direct labor hours and costs to be expended.

(iii) For the remainder of the task order period of performance (not including option periods), provide the estimated direct labor hours and costs required to complete the task order.

(iv) Average Labor Hours per Analysis Type. Provide the average labor hours per analysis for each type of analysis (e.g. air, soil, water, etc.) completed during the reporting period.

(v) Average Labor Cost per Analysis Type. Provide the average labor cost per analysis for each type of analysis (e.g. air, soil, water, etc.) completed during the reporting period.

(8) Materials.

(i) For the current reporting period and total task order period of performance, provide the total costs incurred for materials (direct materials, subcontracts for which there is not a labor category, other direct costs, and applicable indirect costs) by type.

(ii) For the next reporting period, provide the estimated materials costs to be expended.

(9) Unbilled allowable costs. For the current reporting period and total task order period of performance, provide the total costs incurred but unbilled.

(10) Provide a list of deliverables for each task order during the reporting period.

(g) This submission does not change the notification requirements of the Section B clause, Limitation of Government's Obligation (EPA-B-32-103) requiring separate written notice to the Contracting Officer.

(h) The reports shall be submitted to the following addresses on or before 7 business days after the end of each billing cycle. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows: See Attachment 4 – Reporting Requirements.

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## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

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Government Property (EPAAR 1552.245-70) (Sep 2009)

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### **G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION TAILORED**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) The Contractor shall submit the invoice or request for contract financing payment either in hard copy or electronic format.

(1) If submitting electronically, the Contractor shall follow the submission instructions at: <http://www.epa.gov/ocfo/finservices/contracts.htm>. One hard copy and one electronic copy via email of the invoice shall concurrently be sent to the Contract-Level COR.

(2) If submitting in hard copy format, the Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract:

(i) One original to the EPA Finance Center shown in Block 25 on the cover of the contract; and

(ii) One copy to the Contract-Level COR.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual task orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each task order and for the contract total, as well as any supporting data for each task order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation

instructions.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the Contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses confidential business information (CBI) concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the Monthly Progress Report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the Contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

#### **Title**

**Program Manager** or equivalent to offeror's corporate labor category structure

#### **Name**

(b)(4)

**Quality Assurance Manager** or equivalent to offeror's corporate labor category structure

**TBD**

**TBD**

**TBD**

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of

this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the 'Allowable Costs and Payment' clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost Policy and Rate Negotiation Section  
Procurement and Contracts Management Division  
(PM-214F)  
401 M St., S.W.  
Washington, D.C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below. Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

Indirect Cost	Year 1	Year 2	Year 3	Year 4	Year 5
(b)(4)					

**Note: These rates are fixed and binding for the life of the contract and are not subject to adjustments.**

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Indirect Cost	Year 1	Year 2	Year 3	Year 4	Year 5
(b)(4)					

**Note: These rates are fixed and binding for the life of the contract and are not subject to adjustments.**

**G.5 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated:

TBD at the Task Order level

**G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EPA-G-42-101)**

Contract-Level Contracting Officers Representatives (CORs) for this contract are as follows:

**Primary COR:****Cynthia Bowie**

William Jefferson Clinton East Building  
1201 Constitution Ave., N.W.  
Rm # 4303K  
Washington, DC 20004

Phone: 202-564-7726

Email: bowie.cynthia@epa.gov

**Alternate COR:****Charles Bevington**

William Jefferson Clinton East Building  
1201 Constitution Ave., N.W.  
Rm # 6231E  
Washington, DC 20004

Phone: 202-564-8814

Email: Bevington.charles@epa.gov

**EPA Program Manager:**

Gregg Macek

Macek.gregg@epa.gov

202-564-8516

**EPA Quality Assurance Manager:**

Barbara Leczynski

Leczynski.barbara@epa.gov

202-564-8164



Contracting Office officials responsible for administering this contract are as follows:

**Contracting Officer (CO):**

**Jessica V. Wilson**

Ronald Reagan Building  
1300 Pennsylvania Ave., N.W.  
Rm # 71223  
Washington, DC 20004  
Phone: 202-564-2504  
Email: wilson.jessica@epa.gov

**Contract Specialist (CS):**

**John Moua**

Ronald Reagan Building  
1300 Pennsylvania Ave., N.W.  
Rm # 71204  
Washington, DC 20004  
Phone: 202-564-6051  
Email: moua.john@epa.gov

**G.7 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR (EPA-G-42-102) TAILORED**

(a) The Task Order Contracting Officer's Representative (TOCOR) referenced in the Technical Direction clause is the individual authorized by the Contracting Officer on an individual task order to:

- (1) receive task order deliverables;
- (2) receive copies of Monthly Progress Reports specific to the task order for which the TOCOR is authorized;
- (3) attend meetings with the Contract-Level COR and Contractor in order to monitor progress of those task orders for which he/she is cognizant; and
- (4) provide technical direction on those task orders subject to the limitations of the Technical Direction clause.

(b) The Task Monitor (TM) referenced in the Technical Direction clause may be assigned by the Contracting Officer to manage specific tasks under a task order. If assigned, the TM will have the same duties and responsibilities as the TOCOR specified in paragraph (a) above but limited to tasks for which they have been assigned.

**G.8 DESIGNATION OF PROPERTY ADMINISTRATOR (EPA-G-45-101)**

The property administrator for this contract is as follows:

**Property Administrator:**

To be determined

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.



## **G.9 IDENTIFICATION OF SUBCONTRACTORS (CO ADDED)**

The Contracting Officer has consented to the following subcontractors, in accordance with the Section I clause, Subcontracts (FAR 52.244-2): **(In Accordance with the Contractors Proposal dated 8/1/16)**

(b)(4)



## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

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Display of EPA Office of Inspector General Hotline Poster (EPAAR 1552.203-71) (Aug 2000)  
Printing (EPAAR 1552.208-70) (Dec 2005)  
Organizational Conflicts of Interest (EPAAR 1552.209-71) (May 1994) Alternate I (May 1994)  
Compliance with EPA Policies for Information Resources Management (EPAAR 1552.211-79 (Oct 2000)  
Care of Laboratory Animals (EPAAR 1552.223-72) (Oct 2000)  
Project Employee Confidentiality Agreement (EPAAR 1552.227-76) (May 1994)  
Payments—Fixed-Rate Services Contract (EPAAR 1552.232-73) (Oct 2000)  
Screening Business Information for Claims of Confidentiality (EPAAR 1552.235-70) (Apr 1984)  
Treatment of Confidential Business Information (EPAAR 1552.235-71) (Apr 1984)  
Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (EPAAR 1552.235-73) (Apr 1996)  
Access to Toxic Substances Control Act Confidential Business Information (EPAAR 1552.235-75) (Apr 1996)  
Treatment of Confidential Business Information (TSCA) (EPAAR 1552.235-76) (Apr 1996)  
Data Security for Federal Insecticide, Fungicide and Rodenticide Act Confidential Business Information (EPAAR 1552.235-77) (Dec 1997)  
Data Security for Toxic Substances Control Act Confidential Business Information (EPAAR 1552.235-78) (Dec 1997)  
Release of Contractor Confidential Business Information (EPAAR 1552.235-79) (Apr 1996)  
Access to Confidential Business Information (EPAAR 1552.235-80) (Oct 2000)  
Paperwork Reduction Act (EPAAR 1552.237-75) (Apr 1984)  
Government-Contractor Relations (EPAAR 1552.237-76) (Jun 1999)  
5 days /5 days  
Acquisition of Energy Star Compliant Microcomputers, Including Personal Computers, Monitors, and

Printers (EPAAR 1552.239-103) (Apr 1996)

Contractor Performance Evaluations (EPAAR 1552.242-71) (Jul 2011)

## **H.2 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT— INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (MAR 1984)**

(a) The Government has the option to extend the effective period of this contract for TBD at the task order level additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) The “Effective Period of the Contract” clause will be modified to cover a base period from Contract Base Period: **11/4/2016 through 11/3/2021 60 months**

**Year 1: 11/4/16 through 11/3/17**

**Year 2: 11/4/17 through 11/3/18**

**Year 3: 11/4/18 through 11/3/19**

**Year 4: 11/4/19 through 11/3/20**

**Year 5: 11/4/20 through 11/3/21**

## **H.3 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the Contractor are hereby incorporated into and made part of the contract:

<u>Contractor Targets</u>	<u>NAICS Industry Subsector(s)</u>	<u>Dollars</u>	<u>Percentage of Total Contract Value</u>
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**As stated in the contractors Proposal dated 8/1/16**

(b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed): The Contractor shall promptly notify the Contracting Officer of any substitution of firms if the new firms are not SDB concerns.

## **As stated in the contractors Proposal dated 8/1/16**

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the Contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

### **H.4 TECHNICAL DIRECTION (EPAAR 1552.237-71) (AUG 2009)**

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's

Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
  - (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
  - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

## **H.5 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (EPA-H-04-101) TAILORED**

- (a) This contract contains the Section I clause Audit and Records—Negotiation wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.
- (b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.
- (c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract.
- (d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third

parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed.

(e) The contractor shall not destroy original records relating to the contract until:

(1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or

(2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained.

In no event should individual records be destroyed if litigation relating to such records is in-process or pending.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

## **H.6 ELECTRONIC SIGNATURES (EPA-H-04-102)**

(a) The Government and Contractor agree to accept one another's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate:

(1) That the document was electronically signed,

(2) Who signed the document,

(3) The title of the electronic signer, and

(4) The date and time it was signed.

(b) The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form. The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

(c) The following types of documents shall be issued as signed, paper originals only: None.

(d) At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents: None.

(e) Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the Contracting Officer may modify or suspend the

contractor's authorization to use electronic signatures.

## **H.7 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST (EPA-H-09-101)**

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response. The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Contracting Officer's Representative. Subcontractors must submit their answers to the EPA through the prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor:

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "Yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
2. For any work identified in Question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts of interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
6. Provide any additional information which may be pertinent to this request. When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

## **H.8 APPROVAL OF CONTRACTOR TRAVEL (EPA-H-31-104) TAILORED**

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local

Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any Contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of task order proposals. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service or specific product to the Government that is identified in the contract-level Statement of Work (SOW) or any applicable task order Statement of Work (SOW). The contractor shall identify the need for travel in any task order proposal submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Until the Contract-Level COR specifically approves the travel proposed under a task order, the contractor shall not perform travel. Travel and associated costs for such travel (e.g. lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including, for example, State or local government officials, academicians, etc.) except for employees of the Contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the task order Statement of Work.

(e) To obtain the approval for travel, the Contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the Contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include at a minimum the following information:

(1) Individual(s) traveling. Identify name, position and affiliation as a contractor/subcontractor employee or authorized consultant;

(2) Description of circumstances necessitating the travel. Identify the task order(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the task order Statement of Work; and

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of task order proposals that include travel as material cost shall not be construed to mean the travel is approved. Separate approval for Contractor travel shall be obtained from the Contract-Level COR.

(g) The Contractor shall conduct all travel within the continental United States (CONUS) in accordance with the Federal Travel Regulations (FTR) in affect at the time of the travel. The Contractor shall conduct all travel outside the continental United States (OCONUS) in accordance with the Joint Travel Regulations (JTR) in affect at the time of the travel.



## H.9 APPROVAL OF TRAINING (EPA-H-31-105) TAILORED

(a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the contract-level Statement of Work (SOW). The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The Contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer. The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the Contractor shall secure the Contract-Level COR's written approval by submitting a written request that includes, at a minimum the following information:

- (1) Individual(s) to be trained. Identify name, position and affiliation as a contractor/subcontractor employee or authorized consultant;
- (2) Description of circumstances necessitating the training. Identify the task order(s) that will benefit from the training and detail the correlation of the training to the requirements of the task order Statement of Work; and
- (3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(c) Approval of task order proposals that include training as a material cost shall not be construed to mean the training is approved. Separate approval for Contractor travel shall be obtained from the Contract-Level COR.

## H.10 CLAUSES NOT APPLICABLE TO TIME-AND-MATERIALS TYPE TASK ORDERS

During Task Order performance, the Contractor shall adhere to all contract-level clauses applicable to task orders, however the following list of contract clauses do not apply to task orders that are time-and-materials (T&M) type:

Regulation	Clause No.	Date	Clause Title
FAR	52.229-3	Apr 2003	Federal, State, and Local Taxes
FAR	52.232-1	Apr 1984	Payments
FAR	52.232-8	Feb 2002	Discounts for Prompt Payment
FAR	52.232-11	Apr 1984	Extras
FAR	52.243-1	Aug 1984	Changes—Fixed-Price Alternate I (Apr 1984)



FAR	52.246-4	Aug 1996	Inspection of Services—Fixed-Price
FAR	52.249-2	May 2004	Termination for Convenience of the Government (Fixed-Price)
FAR	52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)
FAR	52.249-14	Apr 1984	Excusable Delays

## **H.11 CLAUSES NOT APPLICABLE TO FIRM-FIXED-PRICE TASK ORDERS**

During Task Order performance, the Contractor shall adhere to all contract-level clauses applicable to task orders, however the following list of contract clauses do not apply to task orders that are firm-fixed-price (FFP) type:

<b>Regulation</b>	<b>Clause No.</b>	<b>Date</b>	<b>Clause Title</b>
FAR	52.232-7	Feb 2007	Payments Under Time-and-Materials and Labor-Hour Contracts
FAR	52.216-7	Dec 2002	Allowable Cost and Payment
FAR	52.243-3	Sep 2000	Changes—Time-And-Materials or Labor-Hours
FAR	52.246-6	May 2001	Inspection—Time-And-Material and Labor-Hour
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement) Alternate IV (Sep 1996)
EPAAR	1552.237-71	Apr 1984	Technical Direction Alternate I (Aug 1992) Deviation

## **H.12 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (EPA-H-42-102)**

EPA will utilize the FedConnect web portal in administering this contract. The contractor must be registered in FedConnect and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net).

## **H.13 TASK ORDER CONFLICT OF INTEREST CERTIFICATION (EPA-H-09-106) TAILORED**

- (a) The Contractor shall provide a conflict of interest (COI) certification for each new task order under this contract. The Contractor shall include the COI certification in its task order proposal when responding to the Government's request for a task order proposal.
- (b) Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the

Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who will perform work under this task order or relating to this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order.

- (c) If the task order contains option periods, the contractor shall resubmit their COI certification in accordance with paragraph (b) no less than 30 days prior to the end of each task order period.

#### **H.14 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### **H.15 LIMITATION OF FUTURE CONTRACTING (EPAAR 1552.209-74) (APR 2004) ALTERNATE V (HEADQUARTERS SUPPORT) (APR 2004) TAILORED**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, shall not enter into a contract with or have any financial interest in commercial firms in the chemical and/or biotechnology industry unless otherwise authorized by the Contracting Officer. Such firms include but are not limited to those which manufacture, buy and/or sell chemical, biological properties, and/or genetically engineered materials. This also includes the environmental assessment industry and those firms acting in a consulting or advisory capacity with or for firms subject to Toxic Substances Control Act (TSCA) regulation and as pertaining to the work being performed under the contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review

submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

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## **PART II - CONTRACT CLAUSES**

### **SECTION I – CONTRACT CLAUSES**

#### **I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

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Definitions (FAR 52.202-1) (Jan 2012)

Gratuities (FAR 52.203-3) (Apr 1984)

Covenant Against Contingent Fees (FAR 52.203-5) (Apr 1984)

Restrictions on Subcontractor Sales to the Government (FAR 52.203-6) (Sep 2006)

Anti-Kickback Procedures (FAR 52.203-7) (Oct 2010)

Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (FAR 52.203-8) (Jan 1997)

Price or Fee Adjustment for Illegal or Improper Activity (FAR 52.203-10) (Jan 1997)

Limitation on Payments to Influence Certain Federal Transactions (FAR 52.203-12) (Oct 2010)

Contractor Code of Business Ethics and Conduct (FAR 52.203-13) (Apr 2010)

Display of Hotline Poster(s) (FAR 52.203-14) (Dec 2007)

Fill in: See EPAAR 1552.203-71

Printed or copied Double-Sided on Postconsumer Fiber Content Paper (FAR 52.204-4) (May 2011)

Central Contractor Registration (FAR 52.204-7) (Aug 2012)

Personal Identity Verification of Contractor Personnel (FAR 52.204-9) (Jan 2011)

Reporting Executive Compensation and First-Tier Subcontract Awards (FAR 52.204-10) (Aug 2012)

Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (FAR 52.209-6) (Dec 2010)

Audit and Records – Negotiation (FAR 52.215-2) (Oct 2010)

Order of Precedence – Uniform Contract Format (FAR 52.215-8) (Oct 1997)

Allowable Cost and Payment (FAR 52.216-7) (Jun 2011)

Fill in (a)(3): 30th day

Option to Extend Services (FAR 52.217-8) (Nov 1999)

Fill in: 30 days

Utilization of Small Business Concerns (FAR 52.219-8) (Jan 2011)

Small Business Subcontracting Plan (FAR 52.219-9) (Jan 2011) Alternate II (Oct 2001)

Liquidated Damages – Subcontracting Plan (FAR 52.219-16) (Jan 1999)

Small Disadvantaged Business Participation Program– Disadvantaged Status and Reporting (FAR 52.219-25) (Dec 2010)

Post-Award Small Business Program Representation (FAR 52.219-28) (Apr 2009)

Convict Labor (FAR 52.222-3) (Jun 2003)

Prohibition of Segregated Facilities (FAR 52.222-21) (Feb 1999)

Equal Opportunity (FAR 52.222-26) (Mar 2007)

Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other

Eligible Veterans (FAR 52.222-35) (Sep 2010)  
Affirmative Action for Workers with Disabilities (FAR 52.222-36) (Oct 2010)  
Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (FAR 52.222-37) (Sep 2006)  
Notification of Employee Rights Under the National Labor Relations Act (FAR 52.222-40) (Dec 2010)  
Combating Trafficking in Persons (FAR 52.222-50) (Feb 2009)  
Employment Eligibility Verification (FAR 52.222-54) (Jan 2009)  
Drug-Free Workplace (FAR 52.223-6) (May 2001)  
Contractor Policy to Ban Text Messaging While Driving (FAR 52.223-18) (Sep 2010)  
Restrictions on Certain Foreign Purchases (FAR 52.225-13) (Jun 2008)  
Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification (FAR 52.225-25) (Sep 2010)  
Authorization and Consent (FAR 52.227-1) (Dec 2007)  
Notice and Assistance Regarding Patent and Copyright Infringement (FAR 52.227-2) (Dec 2007)  
Rights in Data—General (FAR 52.227-14) (Dec 2007)  
Additional Data Requirements (FAR 52.227-16) (Jun 1987)  
Rights in Data—Special Works (FAR 52.227-17) (Dec 2007)  
Insurance—Liability to Third Persons (FAR 52.228-70) (Mar 1996)  
Insurance—Liability to Third Persons (EPAAR 1552.228-70) (Oct 2000)  
Cost Accounting Standards (FAR 52.230-2) (Oct 2010)  
Disclosure and Consistency of Cost Accounting Practices (FAR 52.230-3) (Oct 2008)  
Administration of Cost Accounting Standards (FAR 52.230-6) (Jun 2010)  
Payments (FAR 52.232-1) (Apr 1984)  
Payments Under Time-and-Materials and Labor-Hour Contracts (FAR 52.232-7) (Feb 2007)  
Discounts for Prompt Payment (FAR 52.232-8) (Feb 2002)  
Extras (FAR 52.232-11) (Apr 1984)  
Interest (FAR 52.232-17) (Oct 2010)  
Assignment of Claims (FAR 52.232-23) (Jan 1986)  
Prompt Payment (FAR 52.232-25) (Feb 2002)  
Prompt Payment (FAR 52.232-25) Alternate I (Feb 2002)  
Payment by Electronic Funds Transfer—Central Contractor Registration (FAR 52.232-33) (Oct 2003)  
Multiple Payment Arrangements (FAR 52.232-37) (May 1999)  
Disputes (FAR 52.233-1) (Jul 2002) Alternate I (Dec 1991)  
Protest After Award (FAR 52.233-3) (Jun 1985) Alternate I (Jun 1985)  
Applicable Law for Breach of Contract Claim (FAR 52.233-4) (Oct 2004)  
Protection of Government Buildings, Equipment, and Vegetation (FAR 52.237-2) (Apr 1984)  
Continuity of Services (FAR 52.237-3) (Jan 1991)  
Notice of Intent to Disallow Costs (FAR 52.242-1) (Apr 1984)  
Penalties for Unallowable Costs (FAR 52.242-3) (May 2001)  
Certification of Final Indirect Costs (FAR 52.242-4) (Jan 1997)  
Bankruptcy (FAR 52.242-13) (Jul 1995)

Changes—Fixed-Price (FAR 52.243-1) (Aug 1984) Alternate I (Apr 1984)  
Changes—Time-And-Materials or Labor-Hours (FAR 52.243-3) (Sep 2000)  
Subcontracts (FAR 52.244-2) (Jun 2007)(j): See G.9 Identification of Subcontractors  
Subcontracts for Commercial Items (FAR 52.244-6) (Dec 2010)  
Government Property (FAR 52.245-1) (Aug 2010)  
Use and Charges (FAR 52.245-9) (Aug 2010)  
Limitation of Liability—Services (FAR 52.246-25) (Feb 1997)  
Value Engineering (FAR 52.248-1) (Oct 2010)  
Termination for Convenience of the Government (Services) (Short Form) (FAR 52.249-4) (Apr 1984)  
Termination (Cost-Reimbursement) (FAR 52.249-6) (May 2004) Alternate IV (Sep 1996)  
Default (Fixed-Price Supply and Service) (FAR 52.249-8) (Apr 1984)  
Excusable Delays (FAR 52.249-14) (Apr 1984)  
Computer Generated Forms (FAR 52.253-1) (Jan 1991)

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## **I.2 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days beyond the expiration date of the contract.

## **I.3 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 11/4/2016 through 11/3/2021 the last day of the contract period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$10,000,000.00;
- (2) Any order for a combination of items in excess of \$10,000,000.00; or
- (3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.5 ORDERING—BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) ALTERNATE I (APR 1984) DEVIATION**

(a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or any agency prescribed form, at any time during the contract period of performance. In addition to the Contracting Officer, the following individuals are authorized ordering officers: any EPA Contracting Officer.

(b) A Standard Form 30 will be the method of amending task orders.

#### **I.6 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):



FAR: <https://www.acquisition.gov/far>

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

## **I.7 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J – LIST OF ATTACHMENTS**

#### **J.1 LIST OF CONTRACT ATTACHMENTS**

The following attachments are included with this contract:

- Attachment 1. Statement of Work (SOW)
- Attachment 2. Labor Category Descriptions
- Attachment 3. Reporting Requirements
- Attachment 4. Invoice Preparation Instructions
- Attachment 5. Quality Management Plan (QMP)
- Attachment 6. Subcontracting Plan dated
- Attachment 7. Conflict of Interest (COI) Plan

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**PART IV – REPRESENTATIONS AND INSTRUCTIONS****SECTION B – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****B.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (MAY 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is \$15.0 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years

2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: (Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

## **B.2 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (FEB 2012)**

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ X ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this



provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

### **B.3 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (MAY 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. Disclosure Statement—Cost Accounting Practices and Certification**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be

obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices

clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes

☒ No

#### **B.4 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7) (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes

☒ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**B.5 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)**

The offeror [ ] is [ X ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

**B.6 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

- (a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.
- (b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line. \_\_\_\_\_

**SECTION 2 – REPRESENTATIONS AND CERTIFICATIONS**

Versar has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, Versar verifies by submission of this offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code 541611 referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference to FAR 4.1201. The representations and certifications are effective until one year from date of submission or update to ORCA. Versar takes no exceptions to any of the terms and conditions specified in the RFP.

## **LIST OF CONTRACT ATTACHMENTS**

The following attachments are included with this contract:

- Attachment 8. Statement of Work (SOW)
- Attachment 9. Labor Category Descriptions
- Attachment 10. Reporting Requirements
- Attachment 11. Invoice Preparation Instructions
- Attachment 12. Quality Management Plan (QMP) & QAPP
- Attachment 13. Subcontracting Plan
- Attachment 14. Conflict of Interest (COI)

# **Attachment 1**

## **Statement of Work (SOW)**

## Exposure Assessments for Toxic Substances (EATS) for EPA's Office of Pollution Prevention and Toxics

### ■ Background

EPA's Office of Pollution Prevention and Toxics (OPPT) implements the Toxic Substances Control Act (TSCA) and the Pollution Prevention Act (PPA). On June 22, 2016, the Frank R. Lautenberg Chemical Safety for the 21st Century Act was signed into law. For more information on this new law, the following website is available.

<https://www.epa.gov/assessing-and-managing-chemicals-under-tsca/frank-r-lautenberg-chemical-safety-21st-century-act>. Under these laws, OPPT evaluates risks from new and existing chemicals, including biotechnology products and identifies sustainable pollution prevention strategies.

EPA/OPPT relies on the authority of the PPA to focus industry, government, and public attention on cost-effective changes in production, operation, and raw materials use. Source reduction promotes practices that reduce the generation and use of hazardous substances prior to recycling, treatment or disposal. The term includes equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training, or inventory control.

**The purpose of this contract** is to obtain engineering, exposure assessment, and technical services for OPPT's regulatory and non-regulatory activities. This contract will primarily support work for OPPT's Risk Assessment Division (RAD), but it may also support work for other OPPT divisions and EPA offices.

**OPPT prepares a number of different types of work products** such as (1) assessments of chemical hazards, exposures, and risks, (2) economic impact assessments of proposed regulatory and non-regulatory actions, (3) identification and assessment of sustainable pollution prevention opportunities, and (4) models and methods for assessing chemical hazards, exposures, risks, emissions, and for institutionalizing sustainable pollution prevention opportunities.

OPPT exposure assessments require estimates of physical-chemical properties and environmental fate, predictions of concentrations of chemicals distributed in various environmental media (ambient air, surface water, indoor dust, drinking water, soil, indoor air, groundwater, etc.), estimates of receptor population (at the individual and population scale), estimates of environmental releases, and estimates of receptor dose. These exposure assessments are used with hazard assessments to develop risk assessments.

An exposure assessment developed to support OPPT activities may range from a streamlined, integrated process for ranking and prioritizing chemical and biological agents on the basis of relative risk to a very comprehensive, complex and detailed analysis. Exposure assessments may rely on monitoring data which report measured environmental concentrations, modeling efforts which estimate environmental concentrations, or both.

Modeling support encompasses evaluation of existing models (EPA models and non-EPA models), development of new models where existing models are inadequate, acquisition of environmental

data needed as inputs for model operation, design of databases of environmental data, implementation of computer models and associated databases (including appropriate computer programming expertise), and application of the models to exposure assessments for specific chemicals. The contractor should be familiar with all of the fate and exposure data elements listed

in the appendix (see **Appendix A: Additional Data Elements to**

**Support this Work**). Note that some of these data elements are generated through EPA oversight of other contracts in related disciplines (environmental fate, chemistry, toxicology, etc.), rather than through this contract.

The field of exposure science is expanding. The recent National Academies Report Exposure Science in the 21st Century: A Vision and a Strategy, highlights areas where OPPT may need to incorporate new approaches such as aggregate or cumulative exposure assessments, distribution/disparity of exposures (environmental justice), or geospatial or temporal analyses to analyze trends in exposure over space or time. Familiarity with on-going research in exposure science as well as familiarity with existing OPPT exposure models is of interest.

When exposure assessments are developed, EPA and/or OPPT exposure and risk assessment policies and practices must be followed, and the assessment must be tailored to the particular needs of the EPA. The results of the assessment, including all assumptions made and uncertainty associated with the assessment, references used, populations and exposure scenarios included within the assessment, and recommendations based on the assessment must be clearly communicated within the report.

When models are used to predict exposure, assumptions are often needed to define the scenario to be modeled and data are needed to characterize the scenario and the chemical or biological agent of interest. The more credible the assumptions and the more complete and current the supporting data, the better the exposure assessment.

When monitoring or laboratory studies are required, the contractor shall follow EPA and/or OPPT procedures to develop a sampling plan to be incorporated in a specific quality assurance project plan. The contractor shall make all necessary arrangements to assure the success of the monitoring study.

There is a ***significant outreach component associated with OPPT's work products***. In many instances, these work products must be peer reviewed by experts outside EPA before they can be made available to industry, academia, other environmental organizations, and the general public. In addition to peer reviews, outreach can also include development of outreach materials and coordination of workshops.

## Summary of Contract Requirements

The contractor shall submit all analyses, options, recommendations, reports and training materials required under this contract in draft for critical review by the contracting officer or contracting officer's representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from contractor-provided reports /recommendations. The contractor shall not publish or otherwise release, distribute or disclose any work product generated under this contract without obtaining the contracting officer's express written approval.



The contractor shall provide information to the Government sufficient to support the development of exposure assessments for situations that are not necessarily specific to any one chemical. This involves the development of innovative and creative procedures to assess exposure to categories of chemicals, to mixtures of chemicals within a product, and to chemicals and their breakdown products resulting from the same activity.

### Designation of Essential Project Team Members (Key Personnel)

The contractor shall designate a **Project Manager** who can serve as a single point of contact for engineering, exposure assessment, technical assessment and services matters. This individual should have a degree in science or engineering (or related area of study) and have sufficient experience to respond to EPA's inquiries for all the tasks covered by this statement of work (SOW). The contractor shall also designate a **Quality Assurance Manager**.

### Establish and Implement a Quality System that Meets the Requirements of ANSI/ASQ E4

EPA policy requires all organizations conducting EPA-funded environmental programs to establish and implement a quality system that meets the requirements of ANSI/ASQ E4. This is accomplished through a Quality Management Plan (QMP) that documents how the organization structures its quality system and describes its quality policies and procedures, criteria for and areas of application, and roles, responsibilities, and authorities. It also describes an organization's policies and procedures for implementing and assessing the effectiveness of the quality system.<sup>1</sup> Additional information can be found at <http://www.epa.gov/quality/quality-specifications-non-epa-organizations-do-business-epa>.

All technical activities performed under this contract must be supported by the contractor's quality system and documented by the contractor in a QMP that documents how the contractor will integrate quality assurance (QA) and quality control (QC) procedures and plans into the wide variety of technical activities contemplated in the SOW.

In addition, all individual projects under the contract that involve environmental data operations must be supported by a Quality Assurance Project Plan (QAPP) that describes the quality assurance procedures, quality control specifications, and other technical activities that must be implemented to ensure that the results of the project to be performed will meet project specifications.

Requirements governing the QMP and QAPPs prepared in support of this contract are described below.

### Quality Management Plan

A **Quality Management Plan (QMP)** documents how an organization will plan, implement, and assess the effectiveness of its quality assurance (QA) and quality control (QC) operations. Specifically, it:

- Describes how an organization structures its quality system, the quality policies and procedures, areas of application, and roles, responsibilities, lines of communication and authorities.

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<sup>1</sup> See EPA Order CIO 2106.0 - EPA Quality Program Policy; EPA Order CIO 2105.0 (formerly 5360.1 A2) - Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000; and *EPA Requirements for Quality Management Plans (QA/R-2)*, March 2001 (Reissued May 2006), EPA/240/B-01/002.

- Documents the elements of the organization or program's quality system.

The QMP is an organization or program-specific document; it describes the general practices of an organization or program. The QMP must be tailored to the requirements in the SOW, and explain how the organization's Quality System will support those specific activities. It is prepared in accordance with *EPA Requirements for Quality Management Plans*.<sup>1</sup> The contractor shall annually review, and if necessary, revise the QMP to ensure it accurately reflects their organizational structure and quality system throughout the duration of the contract. The QMP shall be submitted with the proposal package and post contract award, revised per EPA comments. It must be approved by the EPA Quality Assurance Manager before work involving the conduct of environmental data operations commences on the contract.

### **Quality Assurance Project Plans**

EPA policy requires that an approved Quality Assurance Project Plan (QAPP) be in place before commencing any work that involves the collection, generation, evaluation, analysis or use of environmental data. Accordingly, the contractor shall not incur any billable costs for work that involves the collection, generation, evaluation, analysis or use of environmental data under the contract, unless those activities are covered under an approved QAPP. The work to be performed by the contractor under this contract involves such activities. Under the contract, QAPPs, prepared under individual Work Assignments, are designed to serve as stand-alone documents that focus on the goals, objectives, QA strategies, and technical activities needed to support a single work assignment or project.

All QAPPs prepared under the contract, including the programmatic QAPP, shall be reviewed at least annually to ensure their content continues to be valid and applicable to the program over time. Previously-approved QAPPs that do not specifically address all of the environmental data operations performed under the Work Assignment or do not accurately reflect any potential recent contractor staffing changes will require editing and resubmission for approval.

The prime contractor shall ensure that all parts of the organization performing work, including subcontractors and consultants, are responsible for implementing the approved QAPP that has been approved by EPA to support an individual Work Assignment issued under the contract. The prime contractor shall also ensure that all personnel involved in the work have access to the latest approved version of the QAPP and all other necessary planning documents applicable to the work they are supporting.

The prime contractor shall ensure that all personnel in the organization, including subcontractors and consultants, who are involved in each individual Work Assignment, understand the technical and QA requirements prior to the initiation of data collection, generation, evaluation, analysis, or use activities.

The prime contractor must ensure that all personnel, including subcontractors and consultants, who develop and review QAPPs prepared in support of this contract have the experience and educational credentials to understand the relevant issues.

When preparing QAPPs under this contract, the contractor shall do so in accordance with the following documents:

- U.S. EPA QA/R-5, *EPA Requirements for Quality Assurance Project Plans*, March 2001 (reissued May 2006). EPA/240/B-01/003. <http://www.epa.gov/sites/production/files/2015-07/documents/r5-final.pdf>
- U.S. EPA QA/G-5, *Guidance for Quality Assurance Project Plans*, December 2002, EPA/240/R-02/009. <http://www.epa.gov/sites/production/files/2015-06/documents/g5-final.pdf>

The contractor also may be asked to comply with other guidance when preparing QAPPs for specific types of activities such as modeling, environmental assessment cost-benefit analyses, economic or environmental surveys, etc. Examples of such additional QAPP guidance include:

- U.S. EPA QA/G-5M, *Guidance for Quality Assurance Project Plans for Modeling*, December 2002, EPA/240/R-02/007. ( <http://www.epa.gov/sites/production/files/2015-06/documents/g5m-final.pdf> )
- U.S. EPA *Guidance on the Development, Evaluation, and Application of Environmental Models*, March 2009, EPA/100/K-09/003 (<http://nepis.epa.gov/Exe/ZyPDF.cgi?Dockey=P1003E4R.PDF> )

## Comply with Accessibility Standards and Other Requirements

Where applicable, all deliverables shall be in compliance with Section 508 of the Rehabilitation Act and Section 255 of the Telecommunications Act. When preparing deliverables, the contractor shall refer to the most recent accessibility standards, which currently can be found at <http://www.access-board.gov/>.

The contractor will also comply with EPA policies for information resources management and other requirements as specified in EPAAR 1552.211-79 -- COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT.

## Work Onsite at EPA Headquarters (HQ)

Work for Task 1 of this statement of work will need to be performed at EPA Headquarters (1201 Constitution Avenue, Washington, DC), for reasons discussed in the section describing Task 1. Generally, work for other tasks will be done off-site after an initial kick-off meeting. Several of the Task Orders may involve travel to industrial sites or to workshops, and conferences for providing outreach support. Authorized travel will be specified in the Task Orders.

## TSCA (CS21) Confidential Business Information (CBI)

Certain tasks will require the use of TSCA (CS21) Confidential Business Information (CBI). Contractor personnel will need to obtain clearance in order to work with TSCA (CS21) CBI. Also, the contractor will need to obtain approval from the TSCA (CS21) CBI Security Staff in order to work with TSCA CBI at the contractor's workspace / facility. This will require implementing procedures for ensuring the safeguarding of TSCA (CS21) CBI materials as they are transferred to and received from EPA. Please refer to the TSCA (CS21) CBI Protection Manual for additional information:  
<http://nepis.epa.gov/Exe/ZyNET.exe/9101RBGJ.TXT?ZyActionD=ZyDocument&Client=EPA&Index=2000+Thru+2005&Docs=&Query=&Time=&EndTime=&SearchMethod=1&TocRestrict=n&Toc=&TocEntry=&QField=&QFieldYear=&QFieldMonth=&QFieldDay=&IntQFieldOp=0&ExtQFieldOp=0&XmlQuery=&File=D%3A%5Czyfiles%5CIndex%20Data%5C00thru05%5Ctxt%5C00000033%5C9101RBGJ.txt&User=ANONYMOUS&Password=anonymous&SortMethod=h%7C->

[&MaximumDocuments=1&FuzzyDegree=0&ImageQuality=r75g8/r75g8/x150y150g16/i425&Display=p%7Cf&DefSeekPage=x&SearchBack=ZyActionL&Back=ZyActionS&BackDesc=Results%20page&MaximumPages=1&ZyEntry=1&SeekPage=x&ZyPURL#](#)

## Performance Measures<sup>2</sup>

All deliverables under this statement of work will be rated, by the Task Order Contracting Officer's Representative (TOCOR), as meeting, exceeding, or failing to meet expectations in terms of efficiency, timeliness, and quality (see table below for example).

To facilitate performance monitoring, when submitting deliverables to EPA, the contractor shall also make available an electronic means of capturing EPA's performance ratings. Upon completion, a copy of this electronic performance appraisal shall be routed to the TOCOR, contracting officer's representative (contract-level COR) and the contracting officer.

<b><i>Performance Measures</i></b>	<b>Description of Performance</b>
<i>Efficiency</i>	Level of Effort (LOE; in hours): Actual versus Plan <ul style="list-style-type: none"> <li>▪ Fails to meet expectation: actual is greater than 110% of the plan</li> <li>▪ Meets expectation: actual is within 90% to 110% of the plan</li> <li>▪ Exceeds expectation: actual is less than 90% of the plan</li> </ul>
<i>Timeliness</i>	Deliverable Due Date: Actual versus Plan <ul style="list-style-type: none"> <li>▪ Fails to meet expectation: actual exceeds plan by three business days</li> <li>▪ Meets expectation: actual is within three business days of the plan</li> <li>▪ Exceeds expectation: actual precedes plan by three business days</li> </ul>
<i>Quality</i>	Deliverables that "fail to meet" expectations will be documented with rationale. Some examples of "fail to meet" include but are not limited to: significant technical errors that would potentially impact the decision made by EPA, use of assumptions without providing adequate rationale and documentation, and unclear and ineffective writing. <ul style="list-style-type: none"> <li>▪ Fails to meet expectation</li> <li>▪ Meets expectation</li> <li>▪ Exceeds expectation</li> </ul>

<sup>2</sup> Actual performance measures will be finalized and documented in work assignments that are generated in support of work under this contract.

## Task 1: Preparation of Draft Release & Exposure Assessments and Related Support for EPA's New Chemicals Program

### ■ Background

Mandated by section 5 of the Toxic Substances Control Act (TSCA) (CS21), EPA's New Chemicals program helps manage the potential risk to human health and the environment from chemicals new to the marketplace. The program functions as a "gatekeeper" that can identify conditions, up to and including a ban on production, to be placed on the use of a new chemical (this includes new biotechnology products) before it is entered into commerce.

Section 5 of TSCA (CS21) requires anyone who plans to manufacture (including import) a new chemical substance for a non-exempt commercial purpose to provide EPA with notice before initiating the activity; this premanufacture notice, or PMN, must be submitted at least 90 days prior to the manufacture of the chemical.

The Risk Assessment Division (RAD) provides support to EPA's New Chemicals Program by, among other things, assessing workplace exposures to and environmental releases of these new chemicals. Additional information on EPA's New Chemicals Program can be found at <http://www.epa.gov/oppt/newchemicals/>.

### ■ Description of Work

The contractor shall prepare screening-level (draft) release and exposure assessment reports (referred to as Initial Review Engineering Reports – IRERs) for new chemical submissions under Section 5 of TSCA (CS21). These assessments will cover the import of new chemical substances as well as domestic manufacture, processing/formulation, and use (industrial and commercial). Historically, new chemical assessments have been assigned to the contractor on Tuesdays and Fridays, and the contractor has prepared IRERs on Mondays and Wednesdays. These IRERs are based primarily on:

1. Information provided to EPA as part of the new chemical submission process
2. Information provided by technical representatives from the submitting organization(s)
3. Past IRERs for similar submissions
4. Models for estimating chemical releases and exposures
5. Documentation describing industry practices
6. Professional judgment

The contractor shall prepare IRERs using the Chemical Screening Tool for Exposures and Environmental Releases (ChemSTEER). ChemSTEER is a computer application that integrates OPPT's methodologies for estimating workplace exposures and environmental releases while standardizing and automating preparation of IRERs. EPA will provide the contractor with the most current version of the software. The ChemSTEER software is also made publicly available at:

<https://www.epa.gov/tsca-screening-tools/chemsteer-chemical-screening-tool-exposures-and-environmental-releases>

In addition, RAD also maintains a database, which is currently based on Microsoft Access, with information on past IRERs; this database is available via OPPT's internal computer network (CBI local area network – CBI LAN). The contractor shall provide support to keep this database up-to-date as new IRERs are completed.

The contractor shall also prepare screening level (draft) Initial Review Exposure Reports (IRExRs) for new chemicals under section 5 of TSCA (CS21). These assessments will cover general population exposure, consumer exposure, and ecological exposure from the manufacture, including import, processing, and uses of new chemical substances. Historically, to meet new chemical deadlines and schedules IRExRs have been completed on-site on Wednesdays and Fridays. In total, contractor will be required to be on-site up to three days per week. One of those days, Wednesday, will likely require at least two staff to be present. Initial Review Exposure Reports (IRExRs) are prepared using E-FAST software, publicly available at:

<https://www.epa.gov/tsca-screening-tools/e-fast-exposure-and-fate-assessment-screening-tool-version-2014>

When needed, the contractor shall revise reports, or prepare more detailed release and exposure reports (standard reviews). These reports are updated based on new information. At a minimum, standard ChemSTEER and E-FAST (or other models as designated by EPA) output files will be generated. For some cases, additional information will be incorporated on a case-by-case basis per technical direction from the TOCOR. Examples include summaries of relevant literature for comparable chemicals, exposures, and uses in the public literature, incorporation of alternative modeling approaches, or qualitative statements of potential exposure pathways.

When exposure assessments are developed, EPA and/or OPPT exposure and risk assessment policies and practices must be followed, and the assessment must be tailored to the particular needs of the EPA. The results of the assessment, including all assumptions made and uncertainty associated with the assessment, references used, populations and exposure scenarios included within the assessment, and recommendations based on the assessment must be clearly communicated within the report. To fulfill this requirement, the contractor shall: develop the assessment in accordance with established exposure and risk assessment methods and peer review procedures, provide technical information and documentation to support the assessment, and tailor the assessment to the specific needs of the EPA. The assessment shall include reasonable assumptions and be based on scientifically sound methods, which shall be consistent with similar assessments where possible and shall be based on current and reliable data and information. The report shall be developed using plain language when possible.

When models are used to predict exposure, assumptions are often needed to define the scenario to be modeled and data are needed to characterize the scenario and the chemical or biological agent of interest. The more credible the assumptions and the more complete and current the supporting data, the better the exposure assessment. Consequently, to fulfill this requirement the contractor shall: provide information to the Government sufficient to support informed choices about modeling inputs for these modeling exercises, and shall refine and update analytical tools necessary to accomplish this objective.

The contractor shall provide information to the Government sufficient to support the development of exposure assessments for situations that are not necessarily specific to any one chemical. This involves the development of innovative and creative procedures to assess exposure to categories of chemicals, to mixtures of chemicals within a product, and to chemicals and their breakdown products resulting from the same activity. Further, the contractor shall provide assessments for new chemicals where the values obtained are estimates of potential future exposures. In support of assessments, the contractor shall prepare technical materials, provide technical representation, and compile technical proceedings for meetings and conferences.

## ■ Deliverables

Deliverables for the work described will include ChemSTEER or E-FAST (or other models as designated by the TOCOR) output files that will be saved to OPPT's CBI local area network (LAN), or other location as designated by EPA. The files will then be reviewed by EPA staff. Based on data from past years, approximately 1,000 new chemical submissions are assessed each year.

## ■ Special Considerations

Preparation of IRERs and IRExRs must be done in accordance with the procedures for handling TSCA (CS21) Confidential Business Information (CBI). This will include obtaining TSCA (CS21) CBI clearances for contractor personnel. Because this task requires access to the TSCA (CS21) CBI LAN system, work must be performed onsite at EPA Headquarters at 1201 Constitution Avenue in Washington, DC. Due to security precautions, the CBI LAN can presently only be accessed at EPA Headquarters. Contractor personnel will be provided with a workspace, computers, and phones at EPA HQ. Contractor personnel that prepare IRERs or IRExRs must possess a degree in science or engineering (or related area of study).

## Preparation of Additional Assessments

The contractor may also be called upon to develop and prepare additional risk-based assessments such as but not limited to:

- ***Assessments supporting the TSCA (CS21) biotechnology program:*** support both technical and process related aspects of, exposure, hazard, and risk support for biotechnology submissions of new microorganisms under TSCA (CS21) (e.g., Microbial Commercial Activity Notice (MCANs), TSCA (CS21) Experimental Release Application (TERAs), Tier I and Tier II exemptions, Test Marketing Exemption (TMEAs))<sup>3</sup> and support for policy development for oversight of genetically engineered microbes.

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<sup>3</sup> MCAN=Microbial commercial activity notice; TERA=TSCA experimental release application; TMEA=Biotechnology test market exemption applications

## TASK 2: Preparation of Assessments for EPA's Existing Chemicals Programs

### ■ Background

Existing chemicals are those that are on the TSCA (CS21) Inventory. Chemicals not already listed on the TSCA (CS21) Inventory are considered "new chemicals" and must go through a review process before they can be added to the inventory and become "existing chemicals"; see background section under Task 1 of this statement of work for additional information on EPA's New Chemicals Program.

TSCA (CS21) gives EPA authority to take specific measures to assess chemical substances and mixtures, and protect against unreasonable risks to human health and the environment. EPA plans to address potential risks from existing chemicals by:

- Identifying chemicals for risk assessment and taking actions as appropriate.
- Increasing opportunities for industry to move toward using safer chemicals.
- Increasing public access to data on chemicals that have been developed by EPA and/or provided by industry.

This task is expected to provide significant support for preparing environmental release and workplace exposure assessments for, but not limited to, EPA's TSCA (CS21) Work Plan Chemicals. Additional information on EPA's Existing Chemicals Program, including Work Plan Chemicals, can be found at the following websites:

<https://www.epa.gov/assessing-and-managing-chemicals-under-tsca>

<https://www.epa.gov/assessing-and-managing-chemicals-under-tsca/assessments-tsca-work-plan-chemicals>

### ■ Description of Work

A variety of methods are available for generating chemical release and exposure estimates. Among the methods found to be available for a given Task Order, the selected method should usually be the highest available from the following Estimation Method Hierarchy (in order of preference from highest to lowest):

1. Data for the target chemical in the scenarios of interest.
2. Data for a surrogate chemical in the setting of interest; a surrogate chemical is one that is assessed to be similar to the target chemical and is used in a similar way.
3. Data for the target chemical (or for a surrogate chemical) in a scenario that is assessed to be similar to the scenario of interest (e.g., a surrogate scenario).
4. Modeled estimates of chemical releases and exposures using peer reviewed models.
5. Regulatory or recommended release and exposure limits.



## 6. Professional judgment.

When exposure assessments are developed, EPA and/or OPPT exposure and risk assessment policies and practices must be followed, and the assessment must be tailored to the particular needs of the EPA. The results of the assessment, including all assumptions made and uncertainty associated with the assessment, references used, populations and exposure scenarios included within the assessment, and recommendations based on the assessment must be clearly communicated within the report. To fulfill this requirement, the contractor shall: develop the assessment in accordance with established exposure and risk assessment methods and peer review procedures, provide technical information and documentation to support the assessment, and tailor the assessment to the specific needs of the EPA. The assessment shall include reasonable assumptions and be based on scientifically sound methods, which shall be consistent with similar assessments where possible and shall be based on current and reliable data and information. The report shall be developed using plain language when possible.

When models are used to predict exposure, assumptions are often needed to define the scenario to be modeled and data are needed to characterize the scenario and the chemical or biological agent of interest. The more credible the assumptions and the more complete and current the supporting data, the better the exposure assessment. Consequently, to fulfill this requirement the contractor shall: provide information to the Government sufficient to support informed choices about modeling inputs for these modeling exercises, and shall refine and update analytical tools necessary to accomplish this objective.

The contractor shall provide information to the Government sufficient to support the development of exposure assessments for situations that are not necessarily specific to any one chemical. This involves the development of innovative and creative procedures to assess exposure to categories of chemicals, to mixtures of chemicals within a product, and to chemicals and their breakdown products resulting from the same activity. Further, the contractor shall provide assessments for existing chemicals where the values obtained are estimates of actual exposure. In support of assessments, the contractor shall prepare technical materials, provide technical representation, and compile technical proceedings for meetings and conferences.

## Preparation of Environmental Release Assessments

In order to quantify potential emissions of chemical substances and identify the media of release (e.g., air, water, land, incineration), the contractor shall evaluate how new and existing chemicals, including microorganisms, are manufactured, processed/formulated, and used. Generally, work will be performed off-site and kick-off meetings will be held at the beginning of a Task Order.

To assess environmental releases, the contractor shall:

1. Identify and describe the life cycle of chemical substances and characterize releases to the environment (e.g., how is the chemical substance manufactured, processed/formulated, used, recycled, reused, disposed, etc., ; what treatment technologies are used).
2. Develop visual aids (e.g., process flow diagrams) to describe how chemical substances are manufactured, processed/formulated, used, recycled, reused, disposed, etc. These visual aids shall identify basic process steps (e.g., unit operations) associated with each process, indicate

whether the processes are batch or continuous, specify the type of equipment used, and indicate the degree of process automation.

3. Estimate the frequency and duration of environmental releases, and also estimate the number of facilities/sites where such releases occur.
4. Search readily available data sources to obtain data relevant to the release assessment (e.g., information and data from EPA Programs, government agencies, scientific/technical literature, interviews with or surveys of relevant experts, site visits, etc.). Based on the information and data obtained, estimate or model environmental releases and media of release.
5. Characterize uncertainties associated with release estimates. Identify and prioritize actions for reducing uncertainties to improve release estimates.
6. Determine the effectiveness of various engineering technologies at reducing emissions (e.g., treatment or control technologies).
7. Assess the transport and fate of chemicals in various environmental media.
8. Identify and evaluate sustainable pollution prevention and/or risk reduction technologies or practices (e.g., technologies or practices that are being or could be used to eliminate or reduce the amounts of chemicals released to the environment).
9. Assess the adequacy and comparability of data collected by different techniques.
10. Review protocols to collect environmental release data and evaluate the results of monitoring studies.
11. Conduct or coordinate experiments/measurements to characterize environmental releases.

## Preparation of Workplace Exposure Assessments

In order to characterize and quantify potential workplace exposures to chemical substances, the contractor shall evaluate how new and existing chemicals, including microorganisms, are manufactured, processed/formulated, and used. Generally, work will be performed off-site and kick-off meetings will be held at the beginning of a Work Assignment.

To characterize and quantify potential workplace exposures, the contractor shall:

1. Identify and describe the life cycle of chemical substances and characterize releases to the environment (e.g., how is the chemical substance manufactured, processed/formulated, used, recycled, reused, disposed, etc., ; what treatment technologies are used).
2. Develop visual aids (e.g., process flow diagrams) to describe how chemical substances are manufactured, processed/formulated, used, recycled, reused, disposed, etc. These visual aids shall identify basic process steps (e.g., unit operations) associated with each process, indicate whether the processes are batch or continuous, specify the type of equipment used, and indicate the degree of process automation.
3. Characterize and document worker activities as a function of the basic processing steps (e.g., unit operations), identify potential workplace exposures, and determine exposure pathways (e.g. dermal, inhalation, ingestion).

4. Estimate workplace exposure levels, the frequency and duration of workplace exposures, and the number of workers potentially exposed per facility by worker activity.
5. Identify the population of workers potentially exposed to the specified chemical substance(s).
6. Search readily available data sources to obtain data relevant to the exposure assessment (e.g., information and data from EPA Programs, government agencies, scientific/technical literature, interviews with or surveys of relevant experts, site visits, etc.). Based on the information and data obtained, estimate or model workplace exposures and exposure pathways.
7. Characterize uncertainties associated with workplace exposure estimates. Identify and prioritize actions for reducing uncertainties to improve exposure estimates.
8. Determine the effectiveness of various engineering controls (e.g., local and general ventilation), personal protective equipment (PPE), process modifications, workplace practices, etc., at reducing workplace exposures.
9. Identify and evaluate sustainable pollution prevention and/or risk reduction technologies or practices (e.g., technologies or practices that are being or could be used to eliminate or reduce the level of workplace exposures).
10. Provide reviews of protocols to collect workplace exposure monitoring data and evaluate the results of monitoring studies.
11. Assess the adequacy and comparability of data collected by different techniques.
12. Assess potential workplace exposures from non-routine activities such as maintenance, spills, and accidental releases.
13. Conduct or coordinate experiments/measurements to characterize workplace exposures.

## Preparation of Consumer, General Population, and Environmental Exposure Assessments

1. The contractor shall complete Task Orders requiring exposure assessment in support of human health and ecological risk assessment. This exposure assessment report shall include an evaluation of the chemical's distribution in the environment through application of materials balance techniques (e.g., tracking the chemical through production, use, transportation, spills and emissions from point and nonpoint sources). In assessing exposure, the contractor shall for each chemical or predefined category of chemicals, identify its environmental transport and transformation (fate); its actual or potential presence in air, land, water, sediment, food, drinking water, sludge, marketable products or indoor air and dust. The contractor shall use monitoring data or techniques or modeling prediction tools to accomplish this. The contractor shall estimate the number and distribution of individuals potentially or actually exposed. Finally, the contractor shall submit a report that details all data, assumptions and results. Examples of recent exposure assessments or project areas for various OPPT programs can be found in the following webpages: Existing chemicals Program, New Chemicals Program, National Program Chemicals, and Pollution Prevention Programs.
2. The contractor shall categorize existing monitoring data and modeling approaches including maintenance of support databases. As specified in individual Task Orders, the contractor shall identify, evaluate, and implement existing environmental data, exposure factors, and chemical databases required to use selected models. The environmental data and databases will consist

of data and information such as meteorological, hydrological, land use, terrain, chemical, and soil characteristics for targeted microenvironments. The contractor shall identify and evaluate existing exposure models. While OPPT exposure models are needed for many exposure assessments, non-OPPT exposure models may be needed as well. The contractor shall document key differences and provide clear and thorough documentation of model input assumptions, equations, and outputs. If computer programming is required to update models, the contractor shall provide the underlying source code. The contractor shall develop and maintain information on the various operating systems (UNIX, LINUX, PC, WinNT) and support a Web-enabled architecture for exposure models, and their associated databases (Oracle and other databases). The programming languages will include FORTRAN, C and C++, Java, Java script, JSP, SQL, HTML, dynamic HTML, XML, etc. Complete system design and documentation, implementation and scheduling for developments shall be provided. These shall include high-level design documents, detailed design documents, software development plans, and unit testing plans. If statistical analysis is required for probabilistic or Monte Carlo modeling, the contractor shall provide a clear rationale for all input parameters including which variables will be scenario variables and which variables will be sampled. If more routine screening level analysis is conducted, the contractor shall follow existing Standard Operating Procedures (SOPs) which are periodically updated to reflect best available workflow practices.

3. The contractor shall conduct literature searches including review of studies submitted in the open literature, studies submitted to OPPT under TSCA (CS21) information gathering authorities and exposure and risk assessment studies completed by other governmental and non-governmental organizations. The contractor shall compile and assimilate research findings into current exposure assessment methodologies, collect information necessary to develop scenarios by which EPA will assess exposure (for the various types of exposure assessments conducted by the Agency), collect data through monitoring or laboratory studies and conduct modeling activities, resulting in a report which EPA will utilize to conduct exposure assessment. The contractor shall develop or incorporate all or part of the following information: pertinent physical, chemical, toxicological, biological and fate properties of chemicals; the environmental materials balance of chemicals, monitoring data, laboratory data, estimates of concentrations of chemicals in air, land, water, groundwater, sediment, food, drinking water, sludge, marketable products or indoor air or dust, environmental pathways for exposures, especially for those populations that may have exposures different from those of the general population, human activity patterns, estimates of chemical concentrations discharged from industrial facilities, publicly-owned treatment works, households, consumer products, building materials, hazardous waste sites and nonpoint sources of pollution. The contractor shall compile all available information to assist with development of a conceptual exposure model which is a diagram that can be used as a tool to visualize exposure pathways and identify areas for further consideration. See appendix for a list of additional data elements developed by other OPPT scientists and engineers, which may be of interest to

OPPT in performing this work (**Appendix A: Additional Data Elements to Support this Work**).

## Preparation of Additional Assessments

In addition to workplace exposure and environmental release assessments, the contractor may also be called upon to develop and prepare additional risk-based assessments such as but not limited to:

- **Exposure-testing protocol development and review:** Develop or review exposure testing protocols including sampling conditions, analytical considerations, and results for chemicals categories in general as well as specific chemical substances. Exposure protocols covers product testing, monitoring, and site-specific characterization of industrial processes.
- **Exposure characterizations:** that could be used in support of chemical prioritization.
- **Life cycle assessments:** characterize and quantify the environmental impacts associated with the life of a chemical substance (e.g., from raw material extraction through manufacturing, processing/formulation, use, distribution, recycle, disposal, etc.).
- **Integrated assessments:** integrate various assessments to characterize the environmental and/or human health risks of a chemical substance.
- **Assessments supporting the TSCA (CS21) biotechnology program:** support both technical and process related aspects of, exposure, hazard, and risk support for existing microorganisms under TSCA (CS21) and support for policy development for oversight of genetically engineered microbes.
- **Other assessments:** support other initiatives within OPPT, such as the chemistry or hazard assessments or strategies to reduce exposures through risk management activities under TSCA (CS21) or pollution prevention activities such as the implementation of best practices (Design for the Environment, Green Chemistry, etc.). Technical direction will specify the chemicals or groups of chemicals to be assessed. The contractor shall review the list of chemicals submitted and verify that the names and Chemical Abstracts Services (CAS) numbers match and are correct. For each chemical or group of chemicals, the contractor shall prepare reports that include such information as identity, physical chemical properties, chemical fate profiles, Persistence, Bioaccumulation, Toxicity (PBT) potential, and hazard assessments. The contractor should consult data sources such as: Chemical Abstracts, Beilstein, Environmental Fate Database, Hazardous Substance Database, Cincinnati Risk Reduction Engineering Lab, Treatability Database, IRIS, RTECS, Chemfate, Toxline, Genetox, Acquire, Phytotox, and Terretox. Reports will be delivered in the prescribed format in both hard and soft copies and may require both CBI and non-CBI versions.

## TASK 3: Provide Support for Tools, Models, and Methods Development

Tools and methods development is a critical part of the Risk Assessment Division's (RAD's) activities and is essential to providing high quality engineering and technical services to support OPPT activities. Under this task of the statement of work, the contractor shall provide support for the continued development and enhancement of OPPT's tools and methodologies.

### ■ Generic Scenario Development

Generic Scenarios present standard approaches for estimating exposures and releases for a particular category of chemicals processed or used in a specified industry. These scenarios are used as a basis for preparing assessments, particularly when other data on the chemical(s) being assessed are not available. Some examples of generic scenarios include:

- Photoresist Use in Semiconductor Manufacture
- Blending of Fragrance Oils into Commercial and Consumer Products
- Coating Application via Spray-Painting in the Automotive Refinishing Industry

The contractor shall develop generic scenarios following the process and procedures specified by EPA; generally, generic scenario development includes the following key steps:

1. Scoping - where the scope of the scenario is clearly defined
2. Data Collection
3. Initial Draft Development
4. Internal Review by RAD
5. Revision and Approval for use in preparing assessments
6. External review – for example by the Organisation for Economic Co-operation and Development (OECD) Task Force on Exposure Assessment
7. Final Revisions

### ■ ChemSTEER Development

The Chemical Screening Tool for Exposures and Environmental Releases (ChemSTEER) is a computer-based software program that can be used to estimate workplace exposures and environmental releases for chemicals manufactured and used in industrial/commercial settings; ChemSTEER is currently based on Visual Basic .NET. Some key characteristics of the program include:

- Recently modernized to be more user-friendly and compatible with current operating systems; used in EPA's New Chemicals Program; re-released for public use.

- Designed so users can “build” assessments by providing key inputs or using pre-defined scenarios, which contain industry-specific process descriptions, mass balance data, release and/or exposure models, and default input parameters.
- The use of pre-defined scenarios minimizes the effort required to prepare an assessment.
- Additional information can be found at : <https://www.epa.gov/tsca-screening-tools/chemsteer-chemical-screening-tool-exposures-and-environmental-releases>

ChemSTEER integrates OPPT’s methodologies for estimating workplace exposures and environmental releases. The contractor will be supplied with the most current version of the software as well as other relevant documentation. Some aspects of ChemSTEER development may require access to TSCA (CS21) CBI on OPPT’s internal computer network (the CBI LAN). In these instances, work will need to be performed on-site at EPA Headquarters; non-CBI work will be done off-site.

ChemSTEER development shall include but is not limited to the following subtasks:

- Making improvements to existing ChemSTEER capabilities. This may include correcting problems, performing testing, programming newly developed generic scenarios, and making additional enhancements or changes as specified by the EPA work assignment manager (WAM).
- Improving the ChemSTEER “Quick Start Guide” and “User Guide”; developing and improving ChemSTEER training materials.
- The development of ChemSTEER is part of a larger effort by EPA’s OPPT to integrate its analytical tools into a single environment. The contractor shall develop data transfer programs to transfer selected data from/to LOTUS Notes or other types of data management formats.
- Maintaining ChemSTEER documentation. This shall include all technical documentation (e.g., properly documented source code) as well as specifications that include details of system design, software platform, and hardware requirements.

## ▪ Exposure Assessment Tools and Models Development

A variety of exposure models are used to estimate general population, consumer, and ecological exposure. Monitoring data is also frequently used, and is preferred when available. The contractor shall categorize existing monitoring data and modeling approaches including maintenance of support databases. As specified in individual Task Orders, the contractor shall identify, evaluate, and implement existing environmental data, exposure factors, and chemical databases required to use or to develop selected general population, consumer, or ecological exposure models. The environmental data and databases will consist of data and information describing ambient environments (meteorological data, hydrology and stream flow data, and soil, terrain and land-use data), indoor environments (building characteristics, transport and partitioning of chemicals across indoor air and dust), and exposure factors that describe how humans or aquatic or terrestrial organisms interact with chemicals present in these environments.

The contractor shall identify and evaluate existing exposure models. While OPPT exposure models are needed for many exposure assessments, non-OPPT exposure models may be needed as well. The contractor shall document key differences and provide clear and thorough documentation of model

input assumptions, equations, and outputs. If computer programming is required to update models, the contractor shall provide the underlying source code. The contractor shall develop and maintain information on the various operating systems (UNIX, LINUX, PC, WinNT) and support a Web-enabled architecture for exposure models, and their associated databases (Oracle and other databases). The programming languages will include FORTRAN, C and C++, Java, Java script, JSP, SQL, HTML, dynamic HTML, XML, etc. Complete system design and documentation, implementation and scheduling for developments shall be provided. These shall include high-level design documents, detailed design documents, software development plans, and unit testing plans.

If statistical analysis is required for probabilistic or Monte Carlo modeling, the contractor shall provide a clear rationale for all input parameters including which variables will be scenario variables and which variables will be sampled. If more routine screening level analysis is conducted, the contractor shall follow existing Standard Operating Procedures (SOPs) which are periodically updated to reflect best available science and workflow practices.

Additional information on OPPT's exposure models can be found at the following website:

<https://www.epa.gov/tsca-screening-tools/using-predictive-methods-assess-exposure-and-fate-under-tsca#fate>

## ■ Additional Tools and Methods Development

### Database of Past Initial Review Engineering Reports (IRERs)

Develop, maintain, and update database that contains information on past IRERs completed by EPA.

### Develop Release and Exposure Methodologies

This task will involve conducting research for the purposes of improving existing methodologies as well as developing new methodologies for use in the assessment of exposures and releases. Some examples from recent years are:

- Conducting research to develop and refine RAD's assessment methods for engineered nanoscale materials developed through nanotechnology.
- Developing a new model to estimate dust emissions during loading/unloading operations.
- Revising RAD's standard approach for assessing releases from drum residues.
- Performing research and improving RAD's release and exposure assessment methodologies. Some examples have included:
  - Developing release correlations based on data from the Toxics Release Inventory (TRI; for additional information visit: <http://www2.epa.gov/toxics-release-inventory-tri-program>).
  - Collecting efficiency data on various types of wastewater treatment processes.
  - Assessing effectiveness of protective gloves.
  - Developing a correlation to estimate the number of workers potentially exposed during chemical manufacture.



- Conducting research to improve RAD's dermal and inhalation exposure assessment methodologies.
- Improving RAD's understanding of parameters related to exposure from consumer products and articles. Some examples include:
  - Developing QSAR approaches to estimate diffusion coefficients and material-air partition-coefficients for releases of chemicals from articles
  - Characterizing use-patterns (frequency, duration, and amount) by receptor (DIY, General Population, etc.)
  - Characterizing fate and transport of chemicals in indoor environments. Distribution between vapor phase air, particulate phase air, and settled dust and transport across multiple zones.
- Improving RAD's understanding of parameters related to ecological exposure. Some examples include:
  - Application of biosolids to soil in a variety of settings and environmental conditions.
  - Distribution of chemicals throughout the water column (dissolved water, suspended sediment, settled sediment) in riverine ecosystems
  - Releases of chemicals to the ocean, into groundwater, and air deposition to nearby waterways

## Develop Additional Tools and Methods

In addition, the contractor may also be called upon to develop and prepare computerized tools, methods, and databases to support additional risk-based assessments such as but not limited to:

- **Life cycle assessments:** characterize and quantify the environmental impacts associated with the life of a chemical substance (e.g., from raw material extraction through manufacturing, processing/formulation, use, distribution, recycle, disposal).
- **Screening and Prioritization:** tools and methods to screen and prioritize chemical substances for assessment purposes.
- **Biotechnology assessments:** tools and methods to assist the evaluation of taxonomic identification, genetic modification analysis, human health assessment, ecological risk assessment, general population exposure assessment occupational exposure assessment, environmental release estimation, and/or related issues for microbial biotechnology products.

## TASK 4: Provide Support for Sustainable Pollution Prevention Activities

### ■ Green Engineering Activities

The concept of sustainability is used quite often these days. At its core, sustainability refers to methods or approaches that are adaptable and can maintain their viability. Sustainability must be engineered. Achieving sustainability requires skillful or artful design; sustainable designs are able to integrate and address environmental, economic, and social factors. While the concept of sustainability may seem simple, translating it into practice can be a challenge.

This is where Green Engineering (GE) comes in. GE includes practices that increase efficiency and effectiveness in the use of energy, water, or other natural resources. GE also refers to practices that reduce hazardous substances from being released into the environment, preferably prior to recycling, treatment or disposal. Green engineering can foster sustainability in many ways (e.g., process modifications, redesign of products, substitution of raw materials, optimization of logistics, etc.).

Chemicals and consumer products have lifecycles (e.g., manufacture, processing, use, disposal, recycle, etc.); these lifecycles have impacts on the environment, economy, and society. A large but often hidden footprint in the life cycle impact (LCI) of consumer products is due to manufacturing processes; many consumer products are manufactured from the same set of chemicals (e.g., building block chemicals).

Tasks shall include but are not limited to develop and/or apply:

- **Performance metrics** focused on emission reductions and conservation of natural resources.
- **Tools and methods** to assess and quantify lifecycle impacts (e.g., tools and methods to inform sustainable materials management).
- **Educational materials and programs** (e.g., university textbooks, internships) for relevant stakeholders (e.g., students, instructors, states, industry).
- **Assessments of Innovative processes** that can be used to promote use of more sustainable processes.
- **Outreach efforts** to communicate and collaborate with relevant stakeholders (e.g., GE website, workshops, presentations, support to EPA Regions on GE activities, etc.). An example of the GE website is available at: <http://www.epa.gov/oppt/greenengineering/>.

### ■ Other Pollution Prevention Activities

The contractor may also be called upon to provide support for other sustainable pollution prevention activities, such as EPA's Pollution Prevention program and Safer Choice program (formerly Design for the Environment) for additional information visit: <https://www.epa.gov/p2>  
<https://www.epa.gov/saferchoice> Tasks shall include but are not limited to:

- Developing industry-specific profiles for identifying technologies and best practices for promoting sustainable pollution prevention and reducing exposures through safer work practices.
- Gathering information to improve EPA's understanding of commercial/industrial processes and consumer uses (e.g., visiting workplaces or conducting research and surveys).
- Supporting or strengthening pollution prevention (P2) stakeholder/partner engagement through capacity building efforts – e.g., training, event planning, market analysis, outreach preparation, case studies/guidance material, and facilitation.

## TASK 5: Provide Support for General Outreach, Presentation Support, and Regulatory Development

### ■ Regulatory Development

The Risk Assessment Division (RAD) provides engineering, exposure assessment, and technical services to support many of OPPT's regulatory activities. The contractor shall provide these services to RAD, other branches/divisions in OPPT, and other offices in EPA. Tasks shall include but are not limited to:

1. **Conduct technical research and perform analyses.** Past examples include conducting analyses of Chemical Data Reporting (CDR) data for the Public Data Release Report, and data analysis to help develop the draft list of chemicals to be tested under the Endocrine Disruptors Screening Program (<http://www.epa.gov/endo/>). CDR was formerly known as Inventory Update Reporting (IUR). For additional information on CDR, please visit: <http://www.epa.gov/cdr/>.
2. **Providing support for developing, updating, and revising guidance documents.** Past examples include guidance documents for 'Instructions for Reporting', 'Question and Answer' documents, and development of 'Case Studies' for the Chemical Data Reporting (CDR) rule amendment.
3. **Provide support for organizing and facilitating workshops.** This would be workshops where EPA provides information on rulemaking activities to interested parties. Past examples include training workshops on the Chemical Data Reporting (CDR) Amendments reporting requirements.
4. **Provide support for developing outreach materials.** Past examples include updating web sites, developing brochures and presentation slides.
5. **Perform market and economic analyses.** Past examples include economic analyses in support of TSCA (CS21) Section 8 Test Rules, an Information Collection Request (ICR) to collect market information on Nanotech materials, and a rulemaking activity pertaining to Enzyme Nomenclature.
6. **Other tasks as designated through Work Assignments** to assist EPA in developing regulatory and non-regulatory options to improve the public's understanding of EPA's rulemaking activities. Past examples include support for the development of Federal Register (FR) notices and responding to public comments.

### ■ General Outreach and Presentation Support

The contractor shall provide general outreach support for various EPA programs. Past examples include support for the Nanotech Stewardship Program and for EPA's Green Engineering efforts. Tasks shall include but are not limited to:

1. Develop outreach support documents, including posters, pamphlets, brochures, websites, and training materials for EPA.
2. Provide presentation support to EPA. This may include PowerPoint presentations and internet postings.

3. Provide conference and technical meeting support, including meeting facilitation. Past examples include assistance in organizing workshops on Pollution Prevention in the Pharmaceutical Industry as part of EPA's Green Engineering efforts, Pollution Prevention through Nanotechnology as part of the Nanotech Stewardship Program, and biotech outreach on the considerations for risk assessment of genetically engineered products like algae.

## **Task 6: Provide Support for Peer Reviews**

The contractor shall provide support for coordinating Peer Reviews of scientific/technical works (e.g., documents, reports, tools, methods). Peer reviews will be conducted following guidance in EPA's Peer Review Handbook <https://www.epa.gov/osa/peer-review-handbook-4th-edition-2015>. Tasks shall include but are not limited to:

1. Contact potential peer reviewers to confirm their availability and willingness to review the scientific/technical work product. Provide input to EPA on persons qualified to participate in the peer review of the scientific/technical work product (e.g., a list of potential peer reviewers, their availability, credentials, potential conflict of interest, etc.).
2. Prepare the technical work product for transmittal to persons selected to participate in the peer review. Deliver the peer review package to persons selected for the peer review and serve as the point of contact for inquiries from the reviewers as needed.
3. Prepare summaries of comments received. Assist EPA in revising the scientific/technical work product to incorporate relevant and significant suggestions submitted by peer reviewers.

## Appendix A: Additional Data Elements to Support this Work

### ■ Fate Data Elements and Physical/Chemical Properties

The following information is developed by the fate assessors in OPPT RAD and the Industrial Chemistry Branch. This information is often used as inputs into exposure models and could involve support work from this contractor:

- Photodegradation (direct photolysis, indirect photolysis)
- Persistence estimates
- Stability in Water
- Stability in Soil
- Transport between Environmental Compartments (Fugacity Levels 2 and 3)
- Biodegradation (Readily, Not readily, inherently, or not inherently biodegradable)
- Bioaccumulation estimates
- Atmospheric half-lives/lifetimes (OH rate constants)
- Boiling Point
- Melting Point
- Octanol Water Partition Coefficient
- Vapor Pressure
- Henry's Law Constant
- Sorption to Activated Sludge, Sorption to Soil and Sediments
- Water Solubility

### ■ Additional Information of Interest (used to execute certain exposure models)

- Environmental characteristics (construction of aquatic, terrestrial, or indoor microenvironments)
- Activity Patterns (how long receptors of different ages spend in different environments)
- Use Patterns of Products and Articles (amount per use, surface area and thickness of article, density, frequency, and duration, etc.)
- Human Exposure Factors (dust and soil ingestion rates, inhalation rates, surface area of skin, etc.)
- Built Environment Exposure Factors (air exchange rate, inter-zonal air flow, room volume and size, etc.)

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## **Attachment 2**

### **Labor Category Descriptions**



## **Attachment 3**

### **Reporting Requirements**

## REPORTING REQUIREMENTS

### I. Contract Reporting Requirements

The reports listed in the table below shall be prepared by the contractor and distributed to the designated recipient(s) in accordance with each specified requirement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report. Unless otherwise noted, all reports are to be submitted electronically in a searchable PDF format. A detailed description of each required report follows the table.

At the end of each contract year, the contractor shall compile all reports required for that year and load them onto a single electronic disc. One copy of the disk shall be mailed to the Contracting Officer and one copy of the disk shall be mailed Contract-Level Contracting Officer's Representative.

The contractor shall deliver required reports to the identified recipients in accordance with the following schedule:

<b>Name of Report</b>	<b>Due Date</b>	<b>Recipient(s)</b>
Monthly Technical Progress Reports	Within seven (7) business days after the end of each billing cycle	CO, COR, ACOR
Monthly Financial Reports	Within seven (7) business days after the end of each billing cycle	CO, COR, ACOR
Monthly Program-Specific and Site-Specific Cost Accounting Reports	Within seven (7) business days after the end of each billing cycle	CO, COR, ACOR
Quality Assurance Project Plans and Contract Level Quality Management Plan	As directed by the COR or TOCOR (Technical Direction)	CO, COR, ACOR, TOCOR, QAM
Other Reports (See Section D below.)	As directed by the COR or TOCOR (Technical Direction)	CO, COR, ACOR, TOCOR

CO = Contracting Officer

COR = Contract-Level Contracting Officer's Representative

ACOR = Alternate Contract-Level Contracting Officer's Representative

TOCOR = Task Order Contracting Officer's Representative

QAM = Quality Assurance Manager

## **Required Reports**

### A. Monthly Technical Progress Reports

The contractor shall submit Monthly Technical Progress Reports to the COR and the CO within 7 business days after the end of each billing cycle. The Monthly Technical Progress Reports shall include all the information required by EPAAR 1552.211-72 Monthly Progress Report Tailored contained in this contract.

### B. Monthly Financial Progress Reports

The contractor shall submit Monthly Financial Progress Reports to the COR and the CO within 7 business days after the end of each billing cycle. The Monthly Financial Progress Reports shall include the all information required by EPAAR 1552.211-72 Monthly Progress Report Tailored included in this contract.

### C. Quality Assurance Project Plans

As specified in FAR 52.246-11 (Feb 1999), Higher-Level Contract Requirement (Government Specification), the contractor shall prepare QA Project Plans (QAPPs) based on Regional requirements. Copies of contractor QAPP shall be submitted to the Contracting Officer's Representative and the EPA Regional QA Manager for review and written approval in accordance with contract and TO requirements. The contractor's QAPP shall describe specific procedures and responsibilities needed to accomplish the QA specifications in the task order level SOW.

As necessary, QAPPs shall be updated by the contractor to reflect changes in procedures. Such changes shall be subject to Contracting Officer's Representative approval.

### D. Other Reports

The contractor shall design, obtain Contracting Officer's Representative approval, and deliver such other reports at the direction of the Contracting Officer's Representative or as may be necessary to the execution and monitoring of activities under this contract in accordance with the contract scope of work. The cost for developing these other reports may be directly charged to the task order level and shall not be built into the contractor's fully burdened loaded labor rates.

Examples of other reports may include, but are not limited to the following:

#### Weekly Activities Report(s)/Meetings

The contractor shall submit a weekly activities report that provides the status of work in progress and/or planned activities for each active task order. (NOTE: Contractor team members may be required to attend weekly meetings during routine working hours.) The content and format for this report will be described in the task order requirements. Updates may be required on a daily basis for high visibility projects.

### Technical Reports

Documents/reports required in the performance of contract activities shall be submitted by the contractor as defined in TOs, SOPs and/or through technical direction.

### E. Report Distribution

The contact information and mailing addresses for the individuals listed below is included in the Section G contract clause titled, Contract Administration Representatives. Specific recipient names and addresses are subject to change during the term of the contract. The contractor will be notified by the COR and/or CO when these changes occur.

- (1) Contracting Officer's Representative (COR)
- (2) Alternate Contracting Officer's Representative (Alt COR)
- (3) Contracting Officer (CO)

## **Attachment 4**

### **Invoice Preparation Instructions**

INVOICE PREPARATION INSTRUCTIONS  
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the Contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE"

QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

## INVOICE PREPARATION INSTRUCTIONS

### SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.**  
Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the Contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the Contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.



## SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed

amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.

- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to voucher costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.



**Quality Management Plan**

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Quality Management Plan

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## **Attachment 6**



Quality Management Plan

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## **Attachment 8**

### **Conflict of Interest (COI) Plan**



**Quality Management Plan**

**Solicitation No. SOL-DC-16-00027**

**VOLUME III APPENDIX 3 – ORGANIZATIONAL CONFLICT OF INTEREST PLAN**